

Atlantic Richfield Company

Month Day, Year

John Doe
111 Main Street
Anaconda, MT 59711

Dear Landowner:

Thank you for allowing Atlantic Richfield Company to collect soil samples on your property. This letter contains your soil sample test results.

You will see that one or more of the samples contained arsenic or lead above the residential soil action levels established by the U.S. Environmental Protection Agency (EPA) for this area. EPA has determined that such soil should be removed from the surface of your property and replaced with clean soil and new vegetation.

This letter describes the work that is proposed for your property, and asks you for permission to complete that work at Atlantic Richfield Company's expense. The proposal is described in more detail below, and in the proposed access agreement and work plan attached to this letter.

Sample Results

Soil sampling was conducted under the Record of Decision for the Community Soils (CS) Operable Unit of the Anaconda Smelter National Priority List (NPL) Site, as amended (the "ROD"). The ROD is a public document that explains the plan for cleaning up environmental contamination at a site on the NPL. The ROD was issued by EPA, with the concurrence of the State of Montana Department of Environmental Quality (MDEQ).

The arsenic and lead concentrations for soil samples collected from your property are attached to this letter. Your sample results, which have been reviewed and approved by EPA, indicate that the concentrations of arsenic and/or lead detected in your yard exceed the residential soil action level(s) established by EPA for residential soils within the Anaconda Smelter NPL Site. Therefore, some or all of your property is eligible for soil remediation.

Proposed Remedy and Access Agreement

Atlantic Richfield Company requests your permission to complete the soil remedy that EPA has selected for your property, at Atlantic Richfield's own expense. In order to move forward with soil remediation on your property, you will need to provide us with an access agreement that allows us to complete that work.

We have attached an Access Agreement to this letter for your review and signature. By signing this agreement, you agree to grant access to your property to Atlantic Richfield Company, EPA, the State, and their respective representatives, to perform the proposed soil remediation work.



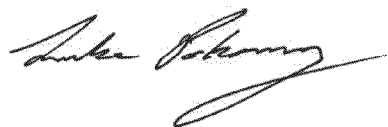
An Individual Site Work Plan (ISWP) for your property is attached as Exhibit B to the Access Agreement. The ISWP, which also has been approved by EPA, describes the details of the soil remediation work proposed for your property.

Next Steps

Atlantic Richfield respectfully asks that you review the attached Access Agreement and ISWP. If you concur with these documents and would like to proceed with the proposed soil remediation, please sign the Access Agreement. If you return the fully executed Access Agreement to me in the enclosed self-addressed stamped envelope, I will countersign the Access Agreement and provide you with a copy for your records. Once we receive your executed Access Agreement, we will contact you to schedule the remediation work.

We would like to thank you for your cooperation during this effort. If you have any questions or would like further explanation concerning the above, please call me at **406-723-1836**.

Sincerely,



Luke Pokorny
Project Manager
Remediation Management Services Company
An affiliate of Atlantic Richfield Company

Attachments: EPA Soil Remediation Fact Sheet
Analytical Soil Sampling Results
Construction Access Agreement
Individual Site Work Plan (ISWP)

cc: Charlie Coleman/EPA (email)
Joel Chavez/MDEQ (email)

File: MiningSharePoint@bp.com



ANALYTICAL RESULTS FROM SOIL SAMPLING
CONDUCTED ON YOUR PROPERTY

Geocode: _____

Physical Address: _____

Legal Description: _____

Residential ID: _____

ANALYTICAL SOIL SAMPLING RESULTS										
RESIDENTIAL YARD COMPONENTS	COMPONENT ARSENIC CONCENTRATION (ppm)					COMPONENT LEAD CONCENTRATION (ppm)				
	0-2"	2-6"	6-12"	12-18"	18-24"	0-2"	2-6"	6-12"	12-18"	18-24"
AREA WEIGHTED AVERAGE (AWA)	283.7	334.0	192.3	215.0	117.0	N/A	N/A	N/A	N/A	N/A
BOULEVARD (BV)	465	150	255	N/A	N/A	191	248	315	N/A	N/A
FRONT YARD (FY)	112	251	137	N/A	N/A	255	512	313	N/A	N/A
FLOWER GARDEN (FG)	343	138	315	215	117	117	412	582	313	290
BACK YARD (BY)	393	452	220	N/A	N/A	785	337	341	N/A	N/A
EARTHEN DRIVE (ED)	240	233	187	N/A	N/A	337	375	482	N/A	N/A
	Arsenic AWA Concentration is ≥ 250 ppm.									
	Arsenic AWA Concentration and Component Arsenic Concentration is ≥ 250 ppm.									
	Component Arsenic Concentration is ≥ 250 ppm (Vegetable and Flower Gardens Only)									
	Component Lead Concentration is ≥ 400 ppm.									

EPA Action Levels to Determine the Need for Additional Testing or Remediation in Residential Soils:

Arsenic in Residential Yards: Area Weighted Average (AWA) Concentration ≥ 250 ppm and Yard Component Concentration ≥ 250 ppm

Arsenic in Residential Gardens: Garden Component Concentration ≥ 250 ppm

Lead in Residential Yards: Any Yard Component Concentration ≥ 400 ppm

Lead in Residential Gardens: Garden Component Concentration ≥ 400 ppm

Definitions of words and abbreviations used above:

COMPONENT CONCENTRATION - The concentration of arsenic or lead within a residential yard component at a given depth interval.

AREA WEIGHTED AVERAGE (AWA) Concentration – The average of the concentrations of arsenic measured throughout the residential yard at any given depth interval, weighted by the size of each yard component.

PARTS PER MILLION (PPM) – Parts per million, an expression of concentration. A good analogy: If you had 20 ppm, it would be like having 20 white marbles and 999,980 black marbles in a group of 1,000,000 total marbles.

ACCESS AGREEMENT

[REDACTED] ("Owner") and **Atlantic Richfield Company** ("Atlantic Richfield") enter into this Access Agreement ("Agreement") this _____ day of _____, 2016.

1. Atlantic Richfield is conducting certain remedial activities on properties in and near Anaconda.
2. Access to property owned by Owner and as described in Exhibit A is needed to conduct this remedial work.
3. Owner agrees to permit Atlantic Richfield to conduct such work on Owner's property.

Therefore, in the mutual interest of Owner and Atlantic Richfield, Owner and Atlantic Richfield further agree as follows:

1. **GRANT OF ACCESS.** Owner hereby grants to Atlantic Richfield, Environmental Protection Agency ("EPA") and the State of Montana ("State"), including the authorized representatives of each, the right to enter Owner's real property described in Exhibit A hereto (the "Property"), to conduct all activities described in the Individual Site Work Plan attached as Exhibit B hereto, including without limitation, excavation and/or removal of soils, removal of attic dust, monitoring and sampling (or to receive split samples) of environmental media, ingress and egress of equipment, machinery and personnel, staging and temporary storage of equipment, and conducting other information gathering activities such as field investigation, data collection, surveys and testing (collectively referred to as "Work"). Owner warrants and represents to Atlantic Richfield that, to the best of Owner's knowledge, Owner possesses ownership interests in the Property sufficient to grant access to Atlantic Richfield to conduct the Work. Atlantic Richfield shall provide Owner, either in writing or verbally, with at least 24 hours notice prior to first commencing the Work on the Property. Atlantic Richfield will make every reasonable effort to minimize any inconvenience to Owner during its Work on the Property, and will work closely with Owner to address any concerns Owner may have about the Work.

2. **INDEMNIFICATION OF OWNER.** Atlantic Richfield agrees to indemnify and hold harmless Owner from any and all actions, claims, damages, losses, liabilities, or expenses, including damage to property or for loss of use of property ("Liabilities"), which may be imposed on or incurred by Owner as a result of Atlantic Richfield's negligent, wrongful acts or omissions while on the Property to conduct the Work, except to the extent that such liabilities result from the acts or omissions of Owner. Provided that the Work is conducted without negligence or wrongful acts or omissions by Atlantic Richfield, Owner and Atlantic Richfield agree that the Work conducted pursuant to this Agreement shall not give rise to a claim for indemnification under this provision.

3. **NOTICE.** All written notices pertaining to this Agreement shall be sent to Owner and Atlantic Richfield at the respective addresses below. Either Owner or Atlantic Richfield

may designate a different address for receipt of notice by providing written notice of such change to the other.

TO Atlantic Richfield: Luke Pokorny
317 Anaconda Road
Butte, MT 59701
(406) 723-1832

TO OWNER: [landowner name]
[mailing address]
[city, state and zipcode]

4. CONDITION OF THE PROPERTY. If the Work entails the excavation and removal of soils and/or the removal of attic dust, Atlantic Richfield may photograph the Property prior to and upon completion of the excavation and removal of soils to document and obtain a fair and accurate representation of the condition of the Property.

5. WEED CONTROL. Atlantic Richfield Company shall take such steps as may be reasonably necessary to control noxious or other weeds on the portions of the Property on which the response action activities are conducted for a period of two (2) years following the completion of the response action activities.

6. RESTORATION OF PROPERTY. Upon completion of the Work, Atlantic Richfield will use its best efforts to return the Property to the condition it was in at the time Atlantic Richfield first entered the Property under this Agreement, provided such restoration is not inconsistent with the Work conducted pursuant to this Agreement.

7. MISCELLANEOUS.

a. Effect of Agreement. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of Owner and Atlantic Richfield and their respective assigns and successors in interest.

b. Negation of agency relationship. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between Owner and Atlantic Richfield. Neither Owner nor Atlantic Richfield is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

c. Termination. Except with respect to paragraphs 2, 3 and 7.a of this Agreement, this Agreement will terminate thirty (30) days following Atlantic Richfield's written notification to Owner that the Work is complete.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

e. Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

f. Entire Agreement. This Agreement embodies the entire agreement of Owner and Atlantic Richfield with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by Owner and Atlantic Richfield.

IN WITNESS WHEREOF, Owner and Atlantic Richfield have executed this Agreement effective as of the date first written above.

OWNER

Atlantic Richfield Company

[landowner name(s)]

By: _____

By: _____

Title (If other than
Homeowner): _____

Title: Project Manager_____

Telephone Contact No. _____

EXHIBIT A
(Legal Description of the Property)

For the Purposes of this Access Agreement, the term Property refers to the following described real estate, situated in the County of Deer Lodge, State of Montana:

Property Address:

Property Geocode:

Legal Description:

EXHIBIT B
(Individual Site Work Plan)